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MARATHON LEASING COMPANY RECORDATION NO. _____ Filed & Recorded

EQUIPMENT TRUST, SERIES 5 MAY 1 1973 - 1 15 PM

BILL OF SALE

INTERSTATE COMMERCE COMMISSION

THIS CONTRACT dated as of the 1st day of May, 1973,
by and between MARATHON LEASING COMPANY, a corporation organized
and existing under the laws of the State of Delaware (herein-
after called "Seller"), and SECURITY NATIONAL BANK, a national
banking association incorporated and existing under the laws
of the United States, as Trustee (hereinafter called "Buyer")
pursuant to Marathon Leasing Company Equipment Trust, Series 5,
dated as of April 1, 1973.

In consideration of \$10.00 in hand paid, receipt of which
is hereby acknowledged, Seller does hereby sell and convey to
Buyer the railroad cars described in Exhibit "A" attached
hereto and made a part hereof for all purposes.

Seller hereby warrants that it has title to the described
property and that the described property is free from all liens
and encumbrances (including any leasehold interest) other than
the Existing Lease described in the attached Exhibit "B"; and
Seller further agrees to forever warrant and defend the title
to the described property unto Buyer, its successors and assigns,
against all lawful claims.

MARATHON LEASING COMPANY

By

C. T. Carolan
C. T. Carolan, President

[SEAL]

ATTEST:

James J. O'Hara
Secretary

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C. T. CAROLAN, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of MARATHON LEASING COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 day of April, 1973.

FREDA BRIDEN

Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973

Freda Briden

NOTARY PUBLIC in and for
Harris County, T e x a s

EXHIBIT "A"

DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity and Type</u>	<u>Class</u>	<u>Capacity In Gallons</u>	<u>Initialed and Car Numbers</u>	<u>Maximum Cost</u>	<u>Date of Earliest Service</u>	<u>Date of Lease</u>	<u>Term</u>	<u>Monthly Rental</u>
25 Tank Cars	111A100W2	26,000	RTMX 2600 thru 2624	\$500,000	March, 1973	4-1-73	144 months	\$5,827.50

EXHIBIT "B"

EXISTING LEASE

Tank Car Lease and Service Contract dated April 1, 1973 between Marathon Leasing Company and The Dow Chemical Company, covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
40	26,000 gal. 111A100W1	RTMX 2600 through 2639

THE STATE OF NEW YORK §

COUNTY OF _____ §

On this ____ day of _____, 1973, before me personally appeared _____ to me personally known who being by me duly sworn says that he is a _____ of SECURITY NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Notary Public in and for
_____ County, New York

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____ President of MARATHON LEASING COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 1973.

Notary Public in and for
Harris County, T e x a s

now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Leases and, in addition, (ii) all the Company's right to receive and collect all per diem mileage or other payments now or hereafter to become payable to the Company in respect of the Trust Equipment, whether under or pursuant to the provisions of any of the Leases or otherwise; provided, however, that until the happening of an Event of Default (as such term is defined in the Trust Agreement) the Trustee shall not collect or receive any of such rentals or other payments or take any other action in respect hereof. The Company represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of the Trust Equipment any other assignment of the Leases or the rentals or the payments payable to or receivable by the Company under any of the Leases.

It is expressly agreed that the rights hereby assigned to the Trustee are subject to the rights of sublessees under the Leases, and that the Trustee, so long as any such sublessee is not in default under its Lease, shall not interfere with the rights of peaceful and undisturbed possession of such sublessee in and to any of the Trust Equipment in accordance with the terms of such Lease.

In addition to, and without in anyway limiting, the powers conferred upon the Trustee by Section 6.01 and 6.02 of the

THE STATE OF NEW YORK §

COUNTY OF NEW YORK §

On this 30th day of APRIL, 1973, before me personally appeared JAMES A. WATERMAN to me personally known who being by me duly sworn says that he is a ASST. VICE PRESIDENT of SECURITY NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Gracie V. Leelien
Notary Public in and for
QUEENS County, New York

GRACIE V. LEELEIM
Notary Public, State of New York
No. 41-9821391
Qualified in Queens County
Commission Expires March 30, 1974

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared C. J. Carlson President of MARATHON LEASING COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of April, 1973.

FREDA BRIDEN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973
Freda Briden
Notary Public in and for
Harris County, T e x a s

The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee pursuant to the provisions of this instrument for any rentals or per diem mileage or other payments in respect of the Trust Equipment, whether under or pursuant to the provisions of any Lease or otherwise, or to enforce any provisions of any Lease, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, set-off, counterclaim or recoupement whatsoever.

Except as otherwise provided herein, the provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given and personally delivered at or mailed to (a) in the case of the Company, Marathon Building, 600 Jefferson, Houston, Texas 77002 or such other address as may hereafter be furnished to the Trustee in writing by the Company, and (b) in the case of the Trustee, 31 Main Street, Hempstead, New York 11550, Attention: James A. Waterman, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand notice or communication.

This agreement may be executed in counterparts each of which shall be deemed to be an original and all of such counterparts shall together constitute but one and the same instrument.

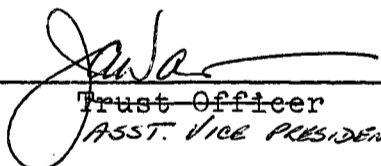
This agreement shall be deemed to have been executed on the date of the acknowledgment by the officer of the Trustee who signed it on behalf of the Trustee.

The provisions of this agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the State of Texas.

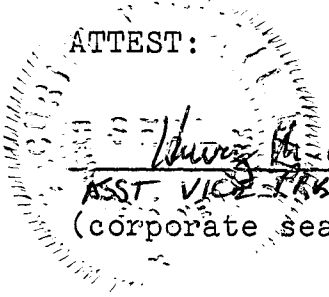

IN WITNESS WHEREOF the Company and the Trustee have caused their names to be signed hereto by their respective offices thereunto duly authorized and their respective corporate seals duly attested to be hereunto affixed as of the day and year first written.

SECURITY NATIONAL BANK

By


Trust Officer
ASST. VICE PRESIDENT

ATTEST:





ASST. VICE PRESIDENT
(corporate seal)

MARATHON LEASING COMPANY

By


President

ATTEST:



(corporate seal)

Trust Agreement, the Trustee may upon the happening of an Event of Default (as defined in the Trust Agreement) and not otherwise, in the Trustee's own name or in the name of the Trustee's nominee, or in the name of the Company or as the Company's attorney, (i) ask, demand, sue for, collect and receive any and all rentals or per diem mileage or other payments to which the Company is or may become entitled in respect of the Trust Equipment and (ii) enforce compliance by lessees under the Leases with all the terms and provisions thereof and make all waivers and agreements, give all notices, consents and releases, take all action upon the happening of an Event of Default specified in the Leases, and do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Leases.

The assignment made by this instrument is made only as security and, therefore, shall not subject the Trustee to, or transfer, or pass or in any way affect or modify the liability of the Company under any Lease or otherwise, it being understood that notwithstanding any assignment, any obligations of the Company under any Lease or otherwise shall be and remain enforceable against and only against the Company.

Upon the full discharge and satisfaction of the Company's obligation under the lease provided for in the Trust Agreement, the assignment made pursuant to this instrument shall terminate and all rights, title and interest of the Trustee as assignee hereunder in and to any Lease or any payments in respect of the Trust Equipment shall revert to the Company.